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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/688,213	10/15/2003	Patrice Gautier	101-P287/P3158US1	7257
67521	7590	07/07/2011	EXAMINER	
TI Law Group 2055 Junction Avenue, #205 San Jose, CA 95131-2116			SEE, CAROL A	
			ART UNIT	PAPER NUMBER
			3693	
			MAIL DATE	DELIVERY MODE
			07/07/2011	PAPER

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**BEFORE THE BOARD OF PATENT APPEALS
AND INTERFERENCES**

Application Number: 10/688,213
Filing Date: October 15, 2003
Appellant(s): GAUTIER ET AL.

C. Douglass Thomas, Reg. No. 32,947
For Appellant

EXAMINER'S ANSWER

This is in response to the appeal brief filed 4/20/2011 appealing from the Office action mailed 9/14/2010.

(1) Real Party in Interest

A statement identifying by name the real party in interest is contained in the brief.

(2) Related Appeals and Interferences

The examiner is not aware of any related appeals, interferences, or judicial proceedings which will directly affect or be directly affected by or have a bearing on the Board's decision in the pending appeal.

(3) Status of Claims

The statement of the status of claims contained in the brief is correct.

(4) Status of Amendments After Final

The statement of the status of claims contained in the brief is correct.

(5) Summary of Claimed Subject Matter

The summary of claimed subject matter contained in the brief is correct.

(6) Grounds of Rejection to be Reviewed on Appeal

The appellant's statement of the grounds of rejection to be reviewed on appeal is correct.

(7) Claims Appendix

The copy of the appealed claims contained in the Appendix to the appellant's brief is correct.

(8) Evidence Relied Upon

5,953,710	Fleming	9-1999
7,006,993	Cheong et al.	5-2000
2001/0034703	Picciallo et al.	10-2001
2002/0095386	Maritzen et al.	7-2002
WO0043852	Herman et al.	7-2000

(9) Grounds of Rejection

The following ground(s) of rejection are applicable to the appealed claims:

Claims 1, 4-6, 11-12, 14-18, 21-25, 44-47, 56 and 62 are rejected under 35 U.S.C. 103(a) as being unpatentable over Fleming (U.S. 5,953,710).

As to claim 1, Fleming shows a method for transferring an amount of money to a recipient account associated with a recipient, the amount of money being available for use by the recipient for purchase of goods over a network, said method comprising:

(a) receiving an allowance request from a user indicating a request to set up an allowance for a recipient, the allowance representing an amount of money being made available by the user to the recipient for purchase of one or more items over the network (col. 6, lines 20-47, showing set up of child account in conjunction with col. 10, lines 10-47 and col. 14, lines 45-50, showing a completed parent request for increase to a child's available credit limit, that amount requested being the amount of a set allowance, which is an amount of money being made available to the recipient, i.e., the child);

(b) receiving an allowance increment or selection of an allowance increment, the allowance increment indicating an amount of money to be transferred to the recipient account on a periodic basis (col. 14, lines 45-57);

(c) periodically initiating transfer of money into the recipient account in accordance with the allowance request and the allowance increment wherein the transfer of the money periodically in the amount of the allowance increment is achieved by transferring the amount of the allowance increment from a credit card associated with the user to the recipient account, whereby the recipient account is credited with the amount of the allowance increment (col. 10, lines 10-47 and col. 14, lines 45-50, showing a completed parent request for increase to a child's available credit limit, that amount requested being the amount of a set allowance, which is an amount of money then credited to recipient account and also debited from the user account, thereby indicating that the user funds the recipient account).

Fleming shows the method steps recited being performed by a computer (col. 5, lines 19-32, lines 30-38, fig. 1, fig. 6, showing customer communication with bank through customer access device over a telecommunications link (which encompasses personal computers - col. 9, lines 54-64) to enter requests that are processed by the computer system; however, Fleming does not expressly show "the transfer step performed by at least one server. Examiner submits that as information – e.g., requests - are received from a remote customer over a telecommunications link, which can be compared to a network, by a bank customer account information system which then responds to those requests, this functionality can be compared to a server on a

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network. It is old and well known in the art to utilize a server to connect remote personal computers to a bank, to provide requested information or services to the remote computer.

The recitation “for use by the recipient for purchase of goods over a network” has not been given patentable weight because the recitation occurs in the preamble. A preamble is generally not accorded any patentable weight where it merely recites the purpose of a process or the intended use of a structure, and where the body of the claim does not depend on the preamble for completeness but, instead, the process steps or structural limitations are able to stand alone. See *In re Hirao*, 535 F.2d 67, 190 USPQ 15 (CCPA 1976) and *Kropa v. Robie*, 187 F.2d 150, 152, 88 USPQ 478, 481 (CCPA 1951).

The recitation “for purchase of one or more items over the network” in clause (b) of the claim constitutes nonfunctional descriptive material. As such the recitation is not afforded patentable weight. The reason for performance of the method step is not functionally related to the actual performance. The claimed method step will be performed regardless of the reason it is being performed. Thus, this nonfunctional descriptive material will not distinguish the claimed invention from the prior art in terms of patentability, see *In re Gulack*, 703 F. 2d 1381, 1385, 217 USPQ 401, 404 (Fed. Cir. 1983); *In re Lowry*, 32 F. 3d 1579, 32 USPQ 2d 1031 (Fed. Cir. 1994).

As to claim 4, Fleming shows all elements of claim 1. Fleming further shows receiving, over the network, a selection of a period of time after expiration of which the allowance increment is to be transferred to the recipient account, wherein the allowance

increment is to be transferred to the recipient account each time the period of time expires (col. 14, lines 55-58, showing parent entering periodic interval after which money is to be transferred).

As to claim 5, Fleming shows all elements of claim 4. Fleming further shows modifying the period of time, thereby updating the allowance that has previously been set up for the recipient (col. 14, lines 58-60).

As to claim 6, Fleming shows all elements of claim 4. Fleming further shows wherein the period of time is a week or a month (col. 19, line 58).

As to claim 11, Fleming shows all elements of claim 1. Fleming further shows credit card information of the recipient not being stored in association with the recipient account (col. 3, lines 35-36 and col. 4, lines 52-53, referencing recipient having a debit card and the supervision of that card's use using the same system as for a credit card. In that instance, credit card information is not stored, but debit account information is stored).

As to claim 12, Fleming shows all elements of claim 1. Fleming further shows wherein a username and password are stored in association with the recipient account (col. 6, lines 20-23, 37-38 and Fig. 2, element 28).

As to claim 14, Fleming shows all elements of claim 1. Fleming further shows wherein the recipient account is identified by a username or email address (col. 6, lines 20-23 and Fig. 2, element 28).

As to claim 15, Fleming shows all elements of claim 1. Fleming further shows receiving an identifier associated with the recipient account (col. 10, lines 20-23).

As to claim 16, Fleming shows all elements of claim 15. Fleming further shows wherein the identifier is a username or email address (col. 10, lines 20-23).

As to claim 17, Fleming shows all elements of claim 1. Fleming further shows receiving an identifier associated with the recipient account or creating the recipient account (col. 6, lines 43-44).

As to claim 18, Fleming shows all elements of claim 1. Fleming further shows creating the recipient account (col. 6, lines 20-47).

As to claim 21, Fleming shows all elements of claim 1. Fleming further shows wherein the user has a user account, wherein the user account is separate from the recipient account (col. 3, lines 11-14).

As to claim 22, Fleming shows all elements of claim 21. Fleming further shows wherein the user is a first individual and the recipient is a second individual (col. 3, lines 11-14).

As to claim 23, Fleming shows all elements of claim 22. Fleming further shows wherein the user is a parent and the recipient is a child of the parent (col. 3, lines 11-14).

As to claim 24, Fleming shows all elements of claim 21. Fleming further shows wherein the user account is a parent account and the recipient account is a sub-account of the parent account (col. 3, lines 11-15).

As to claim 25, Fleming shows all elements of claim 24. Fleming further shows wherein the recipient can view information associated with the sub-account, but cannot view information associated with the parent account (col. 7, lines 25-37 and Fig. 2A

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depicting parent statement as including parent and child, and child statement relating only to child's transactions).

As to claim 44, Fleming shows all elements of claim 1. Fleming further shows receiving a request to update the allowance for the recipient (col. 14, lines 47-51).

As to claim 45, Fleming shows all elements of claim 44. Fleming further shows receiving a request to discontinue the allowance for the recipient (col. 14, lines 58-60).

As to claim 46, Fleming shows all elements of claim 44. Fleming further shows receiving a request to modify the allowance for the recipient (col. 14, lines 58-60).

As to claim 47, Fleming shows all elements of claim 46. Fleming further shows wherein modifying an allowance comprises receiving a request to modify the allowance increment to a second allowance increment (col. 14, lines 55-60).

As to claim 56, Fleming shows a method for facilitating the transfer of money to one or more recipient accounts associated with one or more recipients, the money being made available for use by the recipients for purchase of goods over a network, comprising:

maintaining a list of one or more recipient accounts (col. 15, lines 51-58), each of the recipient accounts having an associated allowance increment indicating an amount of money to be transferred to the recipient account on a periodic basis (col. 10, lines 11-26 in conjunction with col. 10, lines 45-60);

automatically transferring money in accordance with the allowance increment associated with each of the recipient accounts to the corresponding recipient account on a periodic basis (col. 10, lines 11-47 in conjunction with col. 10, lines 45-60); and

facilitating purchase by the recipients of one or more items over the network using the money from the allowance increments that have been transferred to the recipient accounts associated with the recipients (col. 10, lines 11-47 in conjunction with col. 10, lines 45-60, showing transfer of money, which enables –i.e., facilitates - spending of that money for purchases).

Fleming shows the method steps recited being performed by a computer (col. 5, lines 19-32, lines 30-38, fig. 1, fig. 6, showing customer communication with bank through customer access device over a telecommunications link (which encompasses personal computers - col. 9, lines 54-64) to enter requests that are processed by the computer system; however, Fleming does not expressly show “the transfer step performed by at least one server. Examiner submits that as information – e.g., requests

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- are received from a remote customer over a telecommunications link, which can be compared to a network, by a bank customer account information system which then responds to those requests, this functionality can be compared to a server on a network. It is old and well known in the art to utilize a server to connect remote personal computers to a bank, to provide requested information or services to the remote computer.

The recitation “for facilitating the transfer of money to one or more recipient accounts associated with one or more recipients, the money being made available for use by the recipients for purchase of goods over a network” has not been given patentable weight because the recitation occurs in the preamble. A preamble is generally not accorded any patentable weight where it merely recites the purpose of a process or the intended use of a structure, and where the body of the claim does not depend on the preamble for completeness but, instead, the process steps or structural limitations are able to stand alone. See *In re Hirao*, 535 F.2d 67, 190 USPQ 15 (CCPA 1976) and *Kropa v. Robie*, 187 F.2d 150, 152, 88 USPQ 478, 481 (CCPA 1951).

As to claim 62, Fleming shows a computer readable medium including at least executable computer program code tangibly stored thereon for transferring an amount of money to a recipient account associated with a recipient, the amount of money being available for use by the recipient for purchase of goods over a network, said computer readable medium comprising:

computer program code for receiving an allowance request from a user indicating a request to set up an allowance for a recipient, the allowance representing an amount of

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money being made available by the user to the recipient for purchase of one or more items over the network (col. 17, lines 2-4, 27-36 and Fig. 6);

computer program code for receiving an allowance increment or selection of an allowance increment, the allowance increment indicating an amount of money to be transferred to the recipient account on a periodic basis (col. 9, line 54 through col. 10, line 27); and

computer program code for periodically initiating transfer of money into the recipient account in accordance with the allowance request and the allowance increment, wherein the transfer of the money periodically in the amount of the allowance increment is achieved by transferring the amount of the allowance increment from a credit card associated with the user to the recipient account, whereby the recipient account is credited with the amount of the allowance increment (col. 10, lines 10-47 and col. 14, lines 45-50, showing a completed parent request for increase to a child's available credit limit, that amount requested being the amount of a set allowance, which is an amount of money then credited to recipient account).

Applicant's recitation of "for transferring an amount of money to a recipient account associated with a recipient" has not been given patentable weight because the recitation occurs in the preamble. A preamble is generally not accorded any patentable weight where it merely recites the purpose of a process or the intended use of a structure, and where the body of the claim does not depend on the preamble for completeness but, instead, the process steps or structural limitations are able to stand alone. See *In re*

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Hirao, 535 F.2d 67, 190 USPQ 15 (CCPA 1976) and *Kropa v. Robie*, 187 F.2d 150, 152, 88 USPQ 478, 481 (CCPA 1951).

Claims 8-9 and 63-65 are rejected under 35 U.S.C. 103(a) as being unpatentable over Fleming in view of Picciallo et al (U.S. 2001/0034703).

As to claim 8, Fleming shows all elements of claim 1; however, does not expressly show purchasing items, by the recipient, from an online store using the money transferred into the recipient account. Picciallo shows purchasing items, by the recipient, from an online store using the money transferred into the recipient account (paras. 0012-0013, 0020, 0037 (showing credit account), 0060, showing allowance on credit card used to make purchase on-line). It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to have incorporated in to the method of providing an allowance to enable a recipient of the allowance to make purchases, as shown in Fleming, the method of using a provided allowance to make purchases, shown in Picciallo, in order to further provide for a user's control and monitoring of a recipient's spending.

As to claim 9, Fleming in view of Picciallo shows all elements of claim 8. Fleming further shows wherein credit card information associated with the credit card is established in association with a user account of the user (col. 6, lines 7-10 and 20-28).

Re claim 63: Fleming shows a method for transferring an amount of money to a recipient account associated with a recipient, said method comprising:

receiving an allowance request from a user indicating a request to set up an allowance for the recipient, the allowance providing an amount of store credit available

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from the user to the recipient for use at a network-based store (col. 6, lines 20-47, showing set up of child account in conjunction with col. 10, lines 10-47 and col. 14, lines 45-50, showing a completed parent request for increase to a child's available credit limit, that amount requested being the amount of a set allowance, which is an amount of money being made available to the recipient, i.e., the child);

receiving a monetary allowance indication, the monetary allowance indication indicating an amount of money to be transferred to the recipient account on a periodic basis (col. 14, lines 45-57);

periodically initiating transfer of money from a credit card associated with the user into the recipient account so that the recipient account is credited with money in the amount of the allowance increment, the transfer of money based on the allowance request and the allowance increment (col. 10, lines 10-47 and col. 14, lines 45-50, showing a completed parent request for increase to a child's available credit limit, that amount requested being the amount of a set allowance, which is an amount of money then credited to recipient account and also debited from the user account, thereby indicating that the user funds the recipient account).

Fleming does not expressly show the recipient account being associated with the online store such that the amount of money on transfer to the recipient account becomes credit for use in purchasing digital assets from the network-based store; and subsequently processing payment for purchases, by the recipient, of one or more items over a network using the credit in the recipient account that is available to the recipient for use at the network-based store. Picciallo shows the recipient account being

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associated with the online store such that the amount of money on transfer to the recipient account becomes credit for use in purchasing digital assets from the network-based store; and subsequently processing payment for purchases, by the recipient, of one or more items over a network using the credit in the recipient account that is available to the recipient for use at the network-based store (paras. 0002, 0055-0058, showing request for allotted funds to be paid to payee (the network based store), thereby associating the recipient account (secondary file) with the payee (store), and the recipient requesting withdrawal from the secondary file for purchase that has been made by recipient).

Re claim 64: Fleming in view of Picciallo shows a method as recited in claim 63. Fleming further shows wherein the user account is separate from the recipient account (col. 6, lines 20-21). Picciallo further shows wherein the user has a user account with the network-based store enabling the user to purchase one or more media items over a network, and wherein the user account is associated with the recipient account such that the user is able to access or control purchase activities associated with the recipient account (paras. 0002, 0055-0057, 0059 0061, showing association that allows for approval/disapproval of purchases and having a store account).

Re claim 65: Fleming in view of Picciallo shows a method as recited in claim 64. Picciallo further shows wherein the user is able to control purchase activities associated with the user account by limiting media items that are able to be purchased by the recipient via the recipient account to a subset of items available for purchase via the network-based store (abstract, paras. 0002, 0055-0058, 0061).

Re claims 63-65: It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to have incorporated in to the method of providing an allowance to enable a recipient of the allowance to make purchases, as shown in Fleming, the method of using a provided allowance to make purchases, shown in Picciallo, in order to further provide for a user's control and monitoring of a recipient's spending.

Claims 2, 3, 19, 20 and 38 are rejected under 35 U.S.C. 103(a) as being unpatentable over Fleming (U.S. 5,953,710) in view of Herman (WO/0043852).

As to claim 2, Fleming shows all elements of claim 1.

Fleming does not specifically show wherein the allowance is a monthly allowance, and the allowance increment is to be transferred to the recipient account on a monthly basis.

Herman shows wherein the allowance is a monthly allowance, and the allowance increment is to be transferred to the recipient account on a monthly basis (Fig. 7B).

It would have been obvious to one of ordinary skill in the art to have modified the invention of Fleming by the method taught in Herman in order to further accommodate a user's choice of the time in which to make money available.

As to claim 3, Fleming in view of Herman shows all elements of claim 2. Herman further shows wherein when the allowance request is received after a specific date in the month, the allowance increment is to be transferred to the recipient account at the beginning of the next month (pg. 9, lines 24 through pg 10, line 10).

It would have been obvious to one of ordinary skill in the art to have modified the invention of Fleming by the method taught in Herman in order to further accommodate user's choice of the time in which to transfer money and to make it available to a recipient.

As to claim 19, Fleming shows all elements of claim 18.

Fleming does not specifically show wherein creating the recipient account further comprises receiving an email address of the recipient and receiving a temporary password of the recipient.

Herman teaches creating the recipient account that comprises receiving an email address of the recipient and receiving a temporary password of the recipient (pg. 9, lines 3-10).

It would have been obvious to one of ordinary skill in the art to have modified the invention disclosed by Fleming by the method taught in Herman in order to provide identification and access to specified accounts (pg. 9, lines 8-9).

As to claim 20, Fleming in view of Herman shows all elements of claim 19. Fleming further shows receiving a name of the recipient (Fig. 2, elements 22 and 28 in conjunction with Fig. 3, elements 12(a) and 22, showing communication of information).

As to claim 38, Fleming shows all elements of claim 1. Fleming further shows communications through systems that allow the user to input and receive information including personal computer systems (col. 9, lines 60-63) and telecommunications link (Fig. 1, element 12(b)). Fleming does not specifically show the allowance request initiated via an allowance hypertext link. Herman shows the allowance request initiated

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via an allowance hypertext link (pg. 7, lines 23-25; pg. 8, lines 14-19 and pg. 9, line 24 through page 10, line 10). It would have been obvious to one of ordinary skill in the art to have modified the method disclosed in Fleming by the method taught in Herman in order to communicate information through a well known and widely used communication tool.

Claim 13 is rejected under 35 U.S.C. 103(a) as being unpatentable over Fleming (U.S. 5,953,710) in view of Maritzen et al. (U.S. 2002/0095386).

As to claim 13, Fleming shows all elements of claim 1.

Fleming does not specifically show wherein an address of the recipient is not stored in association with the recipient account.

Maritzen teaches wherein an address of the recipient is not stored in association with the recipient account. (para. 0054, showing storage of information associated with an account that does not include an address). This known technique is applicable to the system of Fleming as they both share characteristics and capabilities, namely, they are directed to account transactions.

One of ordinary skill in the art would have recognized that applying the known technique of Maritzen would have yielded predictable results and resulted in an improved system. It would have been recognized that applying the technique of Maritzen to the teachings of Fleming would have yielded predictable results because the level of ordinary skill in the art demonstrated by the references applied shows the ability to incorporate such privacy features into similar systems. Further, applying

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privacy features to Fleming would have been recognized by those of ordinary skill in the art as resulting in an improved system that would protect a customer's privacy.

Claims 42-43 are rejected under 35 U.S.C. 103(a) as being unpatentable over Fleming in view of Cheong et al. (U.S. 7,006,993).

As to claim 42, Fleming shows all elements of claim 1.

Fleming does not specifically show displaying a graphical user interface for the user, the graphical user interface having an allowance setup interface that enables the user to designate the allowance increment, the recipient account and the recipient.

Cheong teaches displaying a graphical user interface for the user, the graphical user interface having an allowance setup interface that enables the user to designate the allowance increment, the recipient account and the recipient, wherein the graphical user interface is provided when the user accesses an online store via the network, and wherein the recipient account is associated with the online store (col. 8, line 37 through col. 10, line 7, and figs. 1, 4 and 10-14, showing a graphical user interface of a merchant site allowing a user to set up a recipient account for purchases at an online merchant).

It would have been obvious to one of ordinary skill in the art to include in the system of Fleming the ability to designate funds for use at online merchants as taught by Cheong since the claimed invention is merely a combination of old elements, and in the combination each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

As to claim 43, Fleming in view of Cheong shows all elements of claim 42. Fleming further shows wherein in designating the recipient account, an account identifier and password for the recipient account are provided by the user (col. 6, lines 20-47).

(10) Response to Argument

Argument regarding claim 1, pgs. 6-8: Fleming describes a credit and debit card system for children that allow "the available credit to be determined by someone other than the card issuer and that allow a limit to be set on the number of expenditures that can be made." (Abstract). As taught by Fleming, the credit or debit card systems are each different and distinct systems. For credit cards, Fleming discloses that "[w]ith respect to credit cards, after completing a satisfactory application and signing an agreement to make payments for all purchases made with the credit card, a customer is issued a card with identifying information. The customer can then provide this card, or simply provide the card's identifying information, to merchants in order to make a purchase." (Col. 1, lines 17-23). Thus, with credit cards, Fleming teaches that the user must make payments for all purchases made. (See also, Col. 3, lines 21-23, See also Col. 5, lines 22-24 which states "A parent sends a payment 16 via the payment delivery service 18 which is processed by the Bank Payment Processing System 20"). For debit cards, Fleming teaches that a "debit card functions very much like a credit card. However, a debit account is based primarily upon funds deposited in the debit card account, rather than credit granted by a card issuer to a credit card account. The available credit for a debit card account then corresponds to the available account balance in the debit card account." (Col. 12, lines 57-62). Thus, debit cards correspond to funds in a debit card account and are not based on a credit card account whereby credit is issued by a credit card company. It is respectfully asserted that

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the Final Office Action is confusing and intermingling the two different and distinct systems.

Claim 1 provides that a user may transfer an amount of money (i.e., funds) to a recipient account associated with a recipient. The recipient for the purchase of goods may then use this money over a network (e.g., Internet). Claim 1 provides for a request to set up an allowance for a recipient whereby the transfer of the money periodically in the amount of the allowance increment is achieved by transferring the amount of the allowance increment from a credit card.

The Final Office Action improperly equates the credit limit provided by the card issuer of Fleming to the transfer of money recited in claim 1. Specifically, the Final Office Action cites Col. 6, lines 20-47, Col. 10, lines 10-47, and col. 14, lines 45-50, which all correspond to the credit card system of Fleming that clearly does not utilize any money. Fleming specifically simply teaches that credit is given on a credit card that has to be paid back to the credit card issuer, which clearly is not a transfer of money. As also taught in Fleming, a credit limit is the maximum amount of credit that a financial institution or other lender will extend to a debtor for a particular line of credit. There is no transfer of money from the credit card company to the credit card holder and in fact, Fleming teaches away from transferring money. This is supported in Fleming, which specifically teaches that the parents "make a single payment for both the child's and the parent's credit card accounts." (Col. 3, lines 21-23, See also Col. 5, lines 22-24 which states a "parent sends a payment 16 via the payment delivery service 18 which is processed by the Bank Payment Processing System 20"). In fact, should the credit be equated to the transfer of money, there would be no need or desire for the user to "send a payment" to the credit card company. Thus, equating the credit limit of Fleming to the transfer of money recited in claim 1 is not logical especially since Fleming teaches that the user (i.e., parents) must send a payment for the purchases placed on the credit card to the credit card company. As provided in the Specification, for example, a message may be sent "each time money is transferred to the

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recipient accountThe message may indicate ... one or more allowance increments (e.g., 10 dollars) on a periodic basis (e.g., monthly)." (Paragraph [0058]). The citation provided in the Final Office Action indicates that Fleming teaches the transfer of credit and not money as recited in claim 1.

The Final Office Action, on page 6, cites Col. 10, lines 10-47 and Col. 14, lines 45-50 as teaching "wherein the transfer of the money periodically in the amount of the allowance increment is achieved by transferring the amount of the allowance increment from a credit card associated with the user to the recipient account" as recited in claim 1. However, as stated above, in the credit card system as taught by Fleming, *Fleming fails to teach or suggest the transfer of money much less teach or suggest the periodic transfer of money from a credit card*. In fact, as stated above, Fleming teaches that the parents must pay the credit card company money and teaches that the parents "make a single payment for both the child's and the parent's credit card accounts." Thus, the child's credit card of Fleming is clearly not funded with money that is transferred from the parent's credit card.

Examiner's Response: Re Appellant's assertion, "The Final Office Action improperly equates the credit limit provided by the card issuer of Fleming to the transfer of money recited in claim 1.": The cited sections of the Fleming reference (col. 6, lines 20-47, col. 10, lines 10-47 and col. 14, lines 45-50) show set up of a child account in addition to showing a completed parent request for increase to a child's available credit limit, that amount being in the amount of an allowance, an amount of money being made available to the recipient, the child. Further, this particular amount is then debited from parent's account and credited (i.e., transferred) to the recipient account (see, col. 10, lines 45-47). Further the amount transferred does come from the parent's credit

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card (col. 6, lines 20-47 and col. 10, lines 10-47). Examiner respectfully notes that increasing or decreasing an amount of credit available in another account by designating an amount of credit to be provided to that account from a first account, broadly interpreted, reads on "transferring an amount of money" to that account, as previously noted in Fleming (col. 6, lines 20-47, showing set up of child account in conjunction with col. 10, lines 10-47 and col. 14, lines 45-50, showing a completed parent request for increase to a child's available credit limit, that amount requested being the amount of a set allowance, which is an amount of money being made available to the recipient, i.e., the child). Fleming further shows wherein the transfer of the money periodically in the amount of the allowance increment is achieved by transferring the amount of the allowance increment from a credit card associated with the user to the recipient account (col. 10, lines 10-47 (in conjunction with col. 3, lines 11-19, 23-25, col. 9, lines 58-54, further showing credit cards referred to in col. 10), showing determining amount available in parent credit card account being checked to determine if transfer can be made to recipient account and col. 14, lines 45-50, showing a completed parent request for increase to a child's available credit limit, that amount requested being the amount of a set allowance, which is an amount of money then credited to recipient account and also debited from the user account, thereby indicating that the user funds the recipient account). Thus, the recipient credit card of Fleming is clearly funded with money that is transferred from the parent's credit card.

Argument regarding claim 1, pgs. 8-9: The Final Office Action, on page 7, also contends that the recitation of "for purchase of one or more items over the network" in clause (b)

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is nonfunctional descriptive material and is not afforded patentable weight and cites *In re Gulack*, 703 F. 2d 1381,1385, 217 USPQ 401,404 (Fed. Cir. 1983) and *In re Lowry*, 32 F. 3d 1579, 32 USPQ 2d 1031 (Fed. Cir. 1994). Applicants respectfully disagree. *Gulack*, in fact, does not apply in this case, which is further supported in *In re Lowry*. In fact, *In re Lowry* states that the "printed matter cases 'dealt with claims defining as the invention certain novel arrangements of printed lines or characters, useful and intelligible only to the human mind.'" *In re Bernhart*, 417 F.2d 1395, 1399, 163 USPQ 611,615 (CCPA 1969). The printed matter cases have no factual relevance where 'the invention as defined by the claims requires that the information be processed not by the mind but by a machine, the computer.' *Id.* (emphasis in original)." As such, *In re Gulack* clearly does not apply in this case. Rather, as provided in *In re Lowry*, the recitation "for purchase of one or more items over the network" in clause (b) is functional descriptive material and should be afforded patentable weight.

Examiner's Response: Notwithstanding the characterization, the recitation "for purchase of one or more items over the network" (in clause (a)), merely states the purpose for the performance of step (a) and does not add functionality to the claim language. As such, this particular clause is properly not afforded patentable weight, as the intended purpose for performing the step is not significant to the process step of receiving an allowance request.

Argument regarding claim 4, pgs. 9-10: In contrast to the alleged combination of prior art references, claim 4 recites "receiving, over the network, a selection of a period of time after expiration of which the allowance increment is to be transferred to the recipient account, wherein the allowance increment is to be transferred to the recipient account each time the period of time expires." The Final Office Action contends that Fleming teaches this feature because Fleming teaches "showing parent entering periodic interval after which money is to be

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transferred". Applicants respectfully disagree.

The allowance represents an amount of money being made available by the user to the recipient (as recited in claim 1). As stated above with reference to claim 1 and in the citation provided in the Final Office Action, Fleming fails to teach or suggest the transfer of money.

Rather, Fleming teaches availability of credit as further supported in the citation in the Final Office Action, which states:

Allowances may be provided by a parent regularly requesting an increase in a child's available credit in the amount of the child's allowance When the parent selected allowances, they would be prompted by the Bank Telecom Interface 62 to enter the allowance amount and the periodic interval of the allowance, such as weekly. (Col. 14, lines 46-58, emphasis added). An increase in credit is in no way a period of time for which a transfer of money to a recipient account is performed. *As such, Fleming fails to teach or suggest "receiving, over the network, a selection of a period of time after expiration of which the allowance increment is to be transferred to the recipient account, wherein the allowance increment is to be transferred to the recipient account each time the period of time expires" as recited in claim 4.* Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 4 must be reversed for this additional reason as well.

Examiner's Response: Examiner reiterates response to argument 1, wherein Fleming shows transfer of money to recipient. Examiner further reiterates, from Fleming (col. 14, lines 46-58), where a parent chooses an interval of time – e.g., monthly – to replenish a recipient account by a certain amount and to automate that process. When a first period of time expires – i.e., has passed - then the specified amount of money is added to the recipient account, as shown in Fleming. Clearly, this process is shown in Fleming.

Argument regarding claim 5, pg. 10: In contrast to the alleged combination of prior art references, claim 5 (which depends from claim 4, which depends from independent claim 1) recites "modifying the period of time, thereby updating the allowance that has previously been set up for the recipient." The Final Office Action cites Col. 14, lines 58-60 as teaching the feature of claim 5. However, the citation simply discloses: "A parent would also be provided options to change or terminate an allowance previously entered." As stated previously with reference to claim 1 and 4, the allowance as taught in Fleming refers to credit and not money. As such, Fleming fails to teach or suggest "modifying the period of time, thereby updating the allowance that has previously been set up for the recipient" as recited in claim 5. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 5 must be reversed for this additional reason as well.

Examiner's Response: Examiner reiterates response to argument re claim 1, wherein Fleming shows transfer of money to recipient. Fleming, col. 14, lines 58-60, is within a paragraph that discusses a parent funding an allowance for a child, setting up time periods, e.g., weekly, for providing that amount to a child, wherein a parent has options to change an allowance previously entered. The options that may be entered, as discussed previously in the same paragraph of Fleming, include an allowance amount and periodic interval of the allowance (col. 14, lines 55-58 in reference to claim 4 above), clearly showing the claimed modifying step.

Argument regarding claim 6, pg. 11: In contrast to the alleged combination of prior art references, claim 6 (which depends from claim 4, which depends from independent claim 1) recites "wherein the period of time is a week or a month." Claim 6 depends from independent claim 1 and thus, the arguments set forth above are equally applicable here. Accordingly, the

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rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 6 must be reversed for this additional reason as well.

Examiner's Response: As Appellant's arguments are similar to arguments presented re claim 5, please see argument re claim 5 and examiner's response above.

Argument regarding claim 11, pg. 11: In contrast to the alleged combination of prior art references, claim 11 recites "wherein credit card information of the recipient is not stored in association with the recipient account." The Final Office Action cites Col. 3, lines 35-36 and Col. 4, lines 52-53 as teaching the feature of claim 11. Applicants respectfully disagree. The citations simply show that the users of Fleming can have a debit and/or credit account. *The citations fail to teach or suggest "wherein credit card information of the recipient is not stored in association with the recipient account" as recited in claim 11.* Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 11 must be reversed for this additional reason as well.

Examiner's Response: Fleming (col. 3, lines 35-36 and col. 4, lines 52-53) shows where an account held by a recipient may be a debit card, which means that credit card information of the recipient would not be stored, as the account may be a debit card, in which no credit card information of the recipient would be warranted.

With regard to dependent claims 3, 8, 9, 12, 14-25, 38, 42-47, these claims were rejected in the final Office action, but Appellants have presented no arguments referring to these claims except to state that these claims depend from claim 1 and arguments set forth above are equally applicable here. Thus, Examiner will not address these claims in this Answer. Remaining claims are addressed in the order in which they were presented in Appellant's Appeal Brief.

Argument regarding claim 56, pgs. 17-19: Fleming describes a credit and debit card system for children that allow "the available credit to be determined by someone other than the card issuer and that allow a limit to be set on the number of expenditures that can be made." (Abstract). As taught by Fleming, the credit or debit card systems are each different and distinct systems. For credit cards, Fleming discloses that "[w]ith respect to credit cards, after completing a satisfactory application and signing an agreement to make payments for all purchases made with the credit card, a customer is issued a card with identifying information. The customer can then provide this card, or simply provide the card's identifying information, to merchants in order to make a purchase." (Col. 1, lines 17-23). Thus, with credit cards, Fleming teaches that the user must make payments for all purchases made. (See also, Col. 3, lines 21-23, See also Col. 5, lines 22-24 which states "A parent sends a payment 16 via the payment delivery service 18 which is processed by the Bank Payment Processing System 20"). For debit cards, Fleming teaches that a "debit card functions very much like a credit card. However, a debit account is based primarily upon funds deposited in the debit card account, rather than credit granted by a card issuer to a credit card account. The available credit for a debit card account then corresponds to the available account balance in the debit card account." (Col. 12, lines 57-62). Thus, debit cards correspond to funds in a debit card account and are not based on a credit card account whereby credit is issued by a credit card company. *It is respectfully asserted that the Final Office Action is confusing and intermingling the two different and distinct systems.* Claim 56 provides that a user may transfer an amount of money (i.e., funds) to a recipient account associated with a recipient. The recipient for the purchase of goods may then use this money over a network (e.g., Internet). Claim 56 provides for the automatic transfer of money and the facilitation of a purchase of items of a network using the transferred money. The Final Office Action improperly equates the credit limit provided by the card issuer of

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Fleming to the transfer of money recited in claim 56. Specifically, the Final Office Action cites Col. 10, lines 11-60, which all correspond to the credit card system of Fleming that clearly does not utilize any money. Fleming specifically simply teaches that credit is given on a credit card that has to be paid back to the credit card issuer, which clearly is not a transfer of money. As also taught in Fleming, a credit limit is the maximum amount of credit that a financial institution or other lender will extend to a debtor for a particular line of credit. *There is no transfer of money from the credit card company to the credit card holder and in fact, Fleming teaches away from transferring money.* This is supported in Fleming, which specifically teaches that the parents "make a single payment for both the child's and the parent's credit card accounts." (Col. 3, lines 21-23, See also Col. 5, lines 22-24 which states a "parent sends a payment 16 via the payment delivery service 18 which is processed by the Bank Payment Processing System 20"). In fact, should the credit be equated to the transfer of money, there would be no need or desire for the user to "send a payment" to the credit card company. Thus, equating the credit limit of Fleming to the transfer of money recited in claim 56 is not logical especially since Fleming teaches that the user (i.e., parents) must send a payment for the purchases placed on the credit card to the credit card company. As provided in the Specification, for example, a message may be sent "each time money is transferred to the recipient account The message may indicate ... one or more allowance increments (e.g., 10 dollars) on a periodic basis (e.g., monthly)." (Paragraph [0058]). The citation provided in the Final Office Action indicates that Fleming teaches the transfer of credit and not money as recited in claim 56.

The Final Office Action, on page 10, cites Col. 10, lines 11-26 in conjunction with Col. 10, lines 45-50 as teaching "each of the recipient accounts having an associated allowance increment indicating an amount of money to be transferred to the recipient account on a periodic basis" as recited in claim 56. However, as stated above, in the credit card system as taught by Fleming,

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Fleming fails to teach or suggest the transfer of money. In fact, as stated above, Fleming teaches that the parents must pay the credit card company money and teaches that the parents "make a single payment for both the child's and the parent's credit card accounts." Thus, the child's credit card of Fleming is clearly not funded with money that is transferred from the parent's credit card and Fleming does not teach or suggest "each of the recipient accounts having an associated allowance increment indicating an amount of money to be transferred to the recipient account on a periodic basis" as recited in claim 56.

As such, since Fleming does not teach or suggest the transfer of money, *Fleming also does not teach or suggest "automatically transferring money, by at least one server, in accordance with the allowance increment associated with each of the recipient accounts to the corresponding recipient account on a periodic basis" or "facilitating purchase by the recipients of one or more items over the network using the money from the allowance increments that have been transferred to the recipient accounts associated with the recipients" as recited in claim 56.*

Accordingly, Fleming does not teach or suggest each and every element of claim 56.

Examiner's Response: Re Appellant's assertion, "The Final Office Action improperly equates the credit limit provided by the card issuer of Fleming to the transfer of money recited in claim 1.": The cited sections of the Fleming reference (col. 6, lines 20-47, col. 10, lines 10-47 and col. 14, lines 45-50) show set up of a child account in addition to showing a completed parent request for increase to a child's available credit limit, that amount being in the amount of an allowance, an amount of money being made available to the recipient, the child. Further, this particular amount is then debited from parent's account and credited (i.e., transferred) to the recipient account (see, col. 10, lines 45-47). Further the amount transferred does come from the parent's credit

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card (col. 6, lines 20-47 and col. 10, lines 10-47). Examiner respectfully notes that increasing or decreasing an amount of credit available in another account by designating an amount of credit to be provided to that account from a first account, broadly interpreted, reads on "transferring an amount of money" to that account, as previously noted in Fleming (col. 6, lines 20-47, showing set up of child account in conjunction with col. 10, lines 10-47 and col. 14, lines 45-50, showing a completed parent request for increase to a child's available credit limit, that amount requested being the amount of a set allowance, which is an amount of money being made available to the recipient, i.e., the child). Fleming further shows wherein the transfer of the money periodically in the amount of the allowance increment is achieved by transferring the amount of the allowance increment from a credit card associated with the user to the recipient account (col. 10, lines 10-47 (in conjunction with col. 3, lines 11-19, 23-25, col. 9, lines 58-54, further showing credit cards referred to in col. 10), showing determining amount available in parent credit card account being checked to determine if transfer can be made to recipient account and col. 14, lines 45-50, showing a completed parent request for increase to a child's available credit limit, that amount requested being the amount of a set allowance, which is an amount of money then credited to recipient account and also debited from the user account, thereby indicating that the user funds the recipient account). Thus, the recipient credit card of Fleming is clearly funded with money that is transferred from the parent's credit card.

Examiner further reiterates, from Fleming (col. 14, lines 46-58), where a parent chooses an interval of time – e.g., monthly – to replenish a recipient account by a

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certain amount and to automate that process. When a first period of time has passed, then the specified amount of money is added to the recipient account, as shown in Fleming. Clearly, this process is shown in Fleming.

Examiner respectfully reiterates that the actual purchasing of goods over a network is not positively recited in the claim language, and that the "facilitating" step does not positively recite that goods are purchased with the allowance. The claim language states that doing so is facilitated - which Examiner asserts is accomplished by merely making the money available to the recipient, which is clearly shown by the cited parts of Fleming (col. 10, lines 11-47 in conjunction with col. 10, lines 45-60, showing transfer of money which enables – i.e., facilitates – spending of that money for purchases, if desired).

Argument regarding claim 56, pgs. 19-20: On pages 11-12 of the Final Office Action, the Examiner notes that the "recitation of 'for facilitating the transfer of money to one or more recipient accounts associated with the one or more recipients, the money being made available for use by the recipients for purchase of goods over a network' has not been given patentable weight because the recitation occurs in the preamble." While the preamble of claim 56 does recite "the money being made available for use by the recipients for purchase of goods over a network", it should also be noted that claim 56 further recites "facilitating purchase by the recipients of one or more items over the network using the money from the allowance increments.

Examiner's Response: Examiner notes that language in the body of the claim is addressed above, and further notes that the preamble merely recites the purpose of the claimed method steps and the body of the claim does not depend on the preamble

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for completeness. Further, the preamble does not further limit the claimed invention as deletion of the preamble phrase does not affect the steps of the claimed invention.

MPEP 2111.02 II.

Argument regarding claim 62, pgs. 21-24: Fleming describes a credit and debit card system for children that allow "the available credit to be determined by someone other than the card issuer and that allow a limit to be set on the number of expenditures that can be made." (Abstract). As taught by Fleming, the credit or debit card systems are each different and distinct systems. For credit cards, Fleming discloses that "[w]ith respect to credit cards, after completing a satisfactory application and signing an agreement to make payments for all purchases made with the credit card, a customer is issued a card with identifying information. The customer can then provide this card, or simply provide the card's identifying information, to merchants in order to make a purchase." (Col. 1, lines 17-23). Thus, with credit cards, Fleming teaches that the user must make payments for all purchases made. (See also, Col. 3, lines 21-23, See also Col. 5, lines 22-24 which states "A parent sends a payment 16 via the payment delivery service 18 which is processed by the Bank Payment Processing System 20"). For debit cards, Fleming teaches that a "debit card functions very much like a credit card. However, a debit account is based primarily upon funds deposited in the debit card account, rather than credit granted by a card issuer to a credit card account. The available credit for a debit card account then corresponds to the available account balance in the debit card account." (Col. 12, lines 57-62). Thus, debit cards correspond to funds in a debit card account and are not based on a credit card account whereby credit is issued by a credit card company. *It is respectfully asserted that the Final Office Action is confusing and intermingling the two different and distinct systems.* Claim 62 provides that a user may transfer an amount of money (i.e., funds) to a recipient account associated with a recipient. The recipient for the purchase of goods may then use this

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money over a network (e.g., Internet). Claim 62 provides for a request to set up an allowance for a recipient whereby the transfer of the money periodically in the amount of the allowance increment is achieved by transferring the amount of the allowance increment from a credit card.

The Final Office Action improperly equates the credit limit provided by the card issuer of Fleming to the transfer of money recited in claim 62. Specifically, the Final Office Action cites Col. 17, lines 2-4, 27-36, Fig. 6, and claim 1 of Fleming. Claim 1 of Fleming, as alleged in the Final Office Action, provides:

1. A computer-implemented method of supervising credit or debit card account usage by selectively altering available credit, comprising the steps of: ...

e) if the amount of the request is less than or equal to the available credit figure associated with the second account, approving the request, wherein approving the request comprises:

e.1) increasing the available credit figure associated with the first account by the amount of the request, and

e.2) decreasing the available credit figure associated with the second account by the amount of the request.

As recited in claim 1 of Fleming, the credit card system of Fleming clearly does not utilize any money. Fleming specifically simply teaches that credit is given on a credit card that has to be paid back to the credit card issuer, which clearly is not a transfer of money. As also taught in Fleming, a credit limit is the maximum amount of credit that a financial institution or other lender will extend to a debtor for a particular line of credit. There is no transfer of money from the credit card company to the credit card holder and in fact, Fleming teaches away from transferring money. This is supported in Fleming, which specifically teaches that the parents "make a single payment for both the child's and the parent's credit card accounts." (Col. 3, lines 21-23, See also Col. 5, lines 22-24 which states a "parent sends a payment 16 via the payment delivery

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service 18 which is processed by the Bank Payment Processing System 20"). In fact, should the credit be equated to the transfer of money, there would be no need or desire for the user to "send a payment" to the credit card company. Thus, equating the credit limit of Fleming to the transfer of money recited in claim 62 is not logical especially since Fleming teaches that the user (i.e., parents) must send a payment for the purchases placed on the credit card to the credit card company. As provided in the Specification, for example, a message may be sent "each time money is transferred to the recipient account The message may indicate ...one or more allowance increments (e.g., 10 dollars) on a periodic basis (e.g., monthly)." (Paragraph [0058]). The citation provided in the Final Office Action indicates that Fleming teaches the transfer of credit and not money as recited in claim 62.

The Final Office Action, on page 12, cites Col. 9, line 54 - Col. 10, line 27 as teaching "computer program code for receiving an allowance increment or selection of an allowance increment, the allowance increment indicating an amount of money to be transferred to the recipient account on a periodic basis" as recited in claim 62. However, as stated above, in the credit card system as taught by Fleming, Fleming fails to teach or suggest the transfer of money much less teach or suggest the periodic transfer of money from a credit card. In fact, as stated above, Fleming teaches that the parents must pay the credit card company money and teaches that the parents "make a single payment for both the child's and the parent's credit card accounts." Thus, the child's credit card of Fleming is clearly not funded with money that is transferred from the parent's credit card.

The Final Office Action, on page 13 cites Col. 10, lines 10-47 and Col. 14, lines 45-50 as teaching "computer program code for periodically initiating transfer of money into the recipient account in accordance with the allowance request and the allowance increment, wherein the transfer of the money periodically in the amount of the allowance increment is achieved by

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transferring the amount of the allowance increment from a credit card associated with the user to the recipient account, whereby the recipient account is credited with the amount of the allowance increment" as recited in claim 62. However, as stated above, the credit card system of Fleming does not teach or suggest the transfer of money into a recipient account much less the transfer of money from a credit card. Accordingly, Fleming does not teach or suggest each and every element of claim 62.

Examiner's Response: As Appellant's arguments parallel those presented for claim 1, please see argument re claim 1 and response above. Examiner further notes that, contrary to Appellant's assertion above, cited portions of Fleming as relative to claim 62 did not include claim 1 of the Fleming reference.

Argument regarding claims 63, pgs. 26-27: Contrary to the Final Office Action, Fleming does not teach or suggest "receiving an allowance request from a user indicating a request to set up an allowance for the recipient, the allowance providing an amount of store credit available from the user to the recipient for use at a network-based store" as recited in claim 63. The Final Office Action, on page 14 cites col. 6, lines 20-47; col. 10, lines 10-47; and col. 14, lines 45-50 which, as stated in the Final Office Action, shows "set up of child account ... showing a completed parent request for increase to a child's available credit limit, that amount requested being the amount of a set allowance, which is an amount of money being made available to the recipient, i.e., the child". *However, the Final Office Action does not indicate where Fleming teaches and Fleming is silent as to and clearly does not teach or suggest that the allowance provides "an amount of store credit available from the user to the recipient for use at a network-based store" as recited in claim 63.*

Fleming also does not teach or suggest "receiving a monetary allowance indication, the monetary allowance indication indicating an amount of money to be transferred to the recipient account on a periodic basis" as recited in claim 63. The Final Office Action improperly equates

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the credit limit provided by the card issuer of Fleming to the transfer of money recited in claim 63. Specifically, the Final Office Action cites col. 14, lines 45-57, which corresponds to the credit card system of Fleming that clearly does not utilize any money. Fleming specifically simply teaches that credit is given on a credit card that has to be paid back to the credit card issuer, which clearly is not a transfer of money. As also taught in Fleming, a credit limit is the maximum amount of credit that a financial institution or other lender will extend to a debtor for a particular line of credit. There is no transfer of money from the credit card company to the credit card holder and in fact, Fleming teaches away from transferring money. This is supported in Fleming, which specifically teaches that the parents "make a single payment for both the child's and the parent's credit card accounts." (Col. 3, lines 21-23, See also Col. 5, lines 22-24 which states a "parent sends a payment 16 via the payment delivery service 18 which is processed by the Bank Payment Processing System 20"). In fact, should the credit be equated to the transfer of money, there would be no need or desire for the user to "send a payment" to the credit card company. Thus, equating the credit limit of Fleming to the transfer of money recited in claim 63 is not logical especially since Fleming teaches that the user (i.e., parents) must send a payment for the purchases placed on the credit card to the credit card company. As provided in the Specification, for example, a message may be sent "each time money is transferred to the recipient account The message may indicate ... one or more allowance increments (e.g., 10 dollars) on a periodic basis (e.g., monthly)." (Paragraph [0058]). The citation provided in the Final Office Action indicates that Fleming teaches the transfer of credit and not money. Accordingly, Fleming further fails to teach or suggest "periodically initiating transfer of money from a credit card associated with the user into the recipient account so that the recipient account is credited with money in the amount of the allowance increment" as recited in claim 63.

Examiner's Response: As appellant's arguments parallel arguments regarding claim 1, please see response above. In addition, re Appellant assertion "...*Fleming is silent as to and clearly does not teach or suggest that the allowance provides "an amount of store credit available from the user to the recipient for use at a network-based store,"* Examiner notes that Fleming shows receiving an allowance request from a user indicating a request to set up an allowance for the recipient (col. 6, lines 20-47 in conjunction with col. 10, lines 10-47 and col. 14, lines 45-50), an allowance that provides an amount for purchases by a recipient (as shown in abstract of Fleming), indicating amount is available for purchases from, e.g., a store. Examiner notes that the recitation "for use at a network-based store" constitutes intended use and is not afforded patentable weight.

Argument regarding claim 63, pgs. 27-28: Neither Fleming nor Picciallo teach or suggest: "the recipient account being associated with the online store such that the amount of money on transfer to the recipient account becomes credit for use in purchasing digital assets from the network-based store" as recited in claim 63. The Final Office Action, on page 15, alleges that Picciallo teaches the above feature of claim 63 because Picciallo teaches "showing request for allotted funds to be paid to payee (the network based store) thereby associating the recipient account (secondary file) with the payee (store), and the recipient requesting withdrawal from the secondary file for purchase that has been made by recipient." Applicants respectfully disagree.

Upon a closer reading of the citations provided in the Final Office Action, Picciallo fails to teach or suggest "the recipient account being associated with the online store such that the amount of money on transfer to the recipient account becomes credit for use in purchasing digital assets from the network-based store" as recited in claim 63. Rather, Picciallo teaches: the account customer inputs command instructions 38 to designate payees of funds to be withdrawn by the third party recipient subject to a limit on the amount of funds that may be withdrawn The computer processor 12 then verifies each withdrawal from the secondary file requested by the third party recipient 40 to determine whether it is

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subject to a limit in the amount of the transaction, and whether that limit has been exceeded. (Paragraphs [0056]-[0057]). Thus, Picciallo simply teaches that the account customer can have some control over which payees (i.e., stores) the third party recipient (i.e., consumer) can use the amount of funds to purchase goods or services - the account customer simply provides a list of payees (i.e., stores) with which the third party recipient can shop. There is no account setup at the payee, such less an account, that is associated with the third party recipient. Picciallo fails to teach or suggest that the third party recipient (i.e., consumer) is associated with the payee. Accordingly, Picciallo fails to teach or suggest "the recipient account being associated with the online store such that the amount of money on transfer to the recipient account becomes credit for use in purchasing digital assets from the network-based store" as recited in claim 63.

Examiner's Response: Picciallo connects the provision of an allowance by an accountholder to a recipient, the allowance designated for use in purchasing entertainment for example over the internet. Cited paragraphs (2, 55-58) then indicate the transfer of allowance into an account for the recipient (child) from the parent (primary file), where the parent can designate from whom the child can purchase and otherwise can control such.

Argument regarding claim 63, pg. 28: There is no reasonable expectation of success that the alleged combination of Fleming and Picciallo would result in claim 63. Rather, the alleged combination would result in a child's account wherein the parent may have some control over the stores that the child may shop at using a credit card. Additionally, there is no association between the child's account and the stores and there is no suggestion, desire or need for such. Therefore, there is no reasonable expectation of success that the alleged combination of Fleming and Picciallo would result in claim 63.

Examiner's Response: Examiner notes that Fleming indicates provision of an allowance from parent to child recipient for purchases to be made by recipient. Picciallo further indicates the provision of an allowance to a recipient for purchase of items from, e.g., stores on internet, where the account used to make purchases is associated with the store.

Argument regarding claims 64, pgs. 29-30: In contrast to the alleged combination of prior art references, claim 64 recites: wherein the user has a user account with the network-based store enabling the user to purchase one or more media items over a network, wherein the user account is separate from the recipient account, and wherein the user account is associated with the recipient account such that the user is able to access or control purchase activities associated with the recipient account. The Final Office Action, on page 16, alleges that "Picciallo further shows wherein the user has a user account with the network-based store enabling the user to purchase one or more media items over a network, and wherein the user account is associated with the recipient account such that the user is able to access or control purchase activities associated with the recipient account." Applicants respectfully disagree. Upon a closer reading of Picciallo, the Final Office Action is respectfully confusing the user and recipient accounts.

Picciallo does not teach or suggest that "the user has a user account with the network-based store enabling the user to purchase one or more media items over a network" as recited in claim 64. Picciallo does not teach or suggest that the account holder establishes an account with the payees much less that the account holder purchases items from the payees. Rather, Picciallo teaches that the third party recipient is the one that can use the transferred funds from the account holder to purchase items from the payee.

Thus, the combination of Fleming and Picciallo also does not teach or suggest "wherein the

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user account is separate from the recipient account" as recited in claim 64. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 64 must be reversed for this additional reason as well.

Examiner's Response: Examiner notes that, per final office action, the separate accounts are notes as the separate files (primary file for provider of amount and secondary file for recipient (as shown in paras. 0055-0058 of Picciallo), where the files are separate.

Argument regarding claim 65, pg. 30: In contrast to the alleged combination of prior art references, claim 65 (which depends from claim 64, which depends from independent claim 63) recites "wherein the user is able to control purchase activities associated with the user account by limiting media items that are able to be purchased by the recipient via the recipient account to a subset of items available for purchase via the network-based store." Claim 65 depends from independent claim 63 and thus, the arguments set forth above are equally applicable here. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 65 must be reversed for this additional reason as well.

Examiner's Response: As Appellant's arguments parallel those presented for claim 63, please see response to claim 63 above.

Argument regarding claim 2, pg. 31: In contrast to the alleged combination of prior art references, claim 2 recites "wherein the allowance is a monthly allowance, and the allowance increment is to be transferred to the recipient account on a monthly basis." The Final Office Action contends that Fleming does not specifically show wherein the allowance is a monthly allowance, and the allowance increment is to be transferred to the recipient account on a monthly basis" and cites Fig. 7B of Herman in an unsuccessful effort to cure the deficiencies

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of Fleming. However, upon a closer reading of Herman, Herman teaches that the "parent is able to specify an amount to be deposited 780 and either a day of the week 782, a day of the month 784 or a day of the year 786 on which the deposit is made." Herman simply teaches that the day of the month may be specified for the deposit and is silent as to and does not teach or suggest "the allowance increment is to be transferred to the recipient account on a monthly basis." In fact, nowhere does Herman teach or suggest that deposits are made on a monthly basis. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 2 must be reversed for this additional reason as well.

Examiner's Response: Specifically regarding fig. 7B of the Herman reference, a provision is made for user to "name deposit amount now" and to deposit amount again every week, month or year. Therefore, the deposit of an amount on a monthly basis is shown in the Herman reference.

Argument regarding claim 13, pg. 33: In contrast to the alleged combination of prior art references, claim 13 recites "wherein an address of the recipient is not stored in association with the recipient account." The Final Office Action, on page 19, contends that "Fleming does not specifically show wherein an address of the recipient is not stored in association with the recipient account" and cites Maritzen to cure the deficiency of Fleming. The Final Office Action alleges that Maritzen teaches "showing storage of information associated with an account that does not include an address" and cites Paragraph [0054]. However, upon a closer reading of Maritzen, it is respectfully asserted that the Final Office Action is improperly reading into the prior art references what is not there. Maritzen teaches: In one embodiment, the transaction device is intended to be the means by which the user interfaces with the invention. In one embodiment, the transaction device stores e-commerce related data on behalf of the

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user including transaction histories, meta account information needed to carry out a transaction using the transaction privacy clearinghouse function of the system, and various content. In one embodiment, the meta account information may be an extraction of the user's real identity as opposed to the actual user's name, address, etc. For example, the TPCCH keeps records of the user's real bank account numbers, but assigned a different number for use by retailers and point-of-sale terminals. For example, an actual Bank Account No. may be 1234 0000 9876 1423 could be represented as 9999 9999 9999 9999. This number, in association with the transaction card's identification, could enable the TPCCH to know that the bank account No. 1234 0000 9876 1423 was actually the account being used. (Paragraph [0054]). Nowhere does Maritzen teach or suggest "wherein an address of the recipient is not stored in association with the recipient account" as recited in claim 13. The Final Office Action is reading into the prior art references what is not there. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submit that the outstanding rejection of claim 13 must be reversed for this additional reason as well.

Examiner's Response: Examiner notes that the cited portion of Maritzen indicates that data associated with an account (meta account information) is stored, and this meta account information is an extraction of a user's identity as opposed to an actual user's address, thereby clearly indicating that an address associated with the account is not stored.

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(11) Related Proceeding(s) Appendix

No decision rendered by a court or the Board is identified by the examiner in the Related Appeals and Interferences section of this examiner's answer.

For the above reasons, it is believed that the rejections should be sustained.

Respectfully submitted,

/Carol See/
Examiner, Art Unit 3693

Conferees:

/Rajesh Khattar/
Primary Examiner, Art Unit 3693

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SPE, Art Unit 3693